



BID FORM FOR BIDS DUE ON JULY 25, 2013

**THE CITY OF FORT WORTH
TAX-FORECLOSED AND CITY FEE PROPERTY
SEALED BID PURCHASE AGREEMENT
INSTRUCTIONS**

**INCOMPLETE BID PACKETS WILL BE DISQUALIFIED
PLEASE READ INSTRUCTIONS BELOW CAREFULLY**

A separate complete bid packet must be submitted in a sealed envelope for each property. Each sealed envelope must contain only one bid packet for a single property. If 2 or more properties are listed on the same envelope, or if an envelope contains 2 or more bid packets, the entire envelope and all bid packets will be rejected.

All of the items listed below must be completed and submitted by July 25, 2013 at 1:30 p.m. in the City of Fort Worth Purchasing Department in order for your bid form to be considered valid.

1. A complete bid form must be submitted.
2. Where indicated, the bottom of each page must be initialed and must include the address of the property on which you wish to bid.
3. In order to be considered a complete packet, the General Conditions, Exhibit A and Exhibit B must be signed by the bidder or the bidder's authorized representative. Failure to sign the General Conditions, Exhibit A and Exhibit B will result in your bid being rejected.
4. When submitting a bid in the name of a business entity, please provide a Certificate of Good Standing from the Texas Comptroller's Office, authorization by the entity for the submission of the bid and purchase of the property, and signatory authority documenting your ability to sign for and bind the entity in a real estate transaction.
5. The bid packet must be placed inside a sealed envelope with the address of the property on which you wish to bid written on the outside of the envelope. **Envelopes that do not have the address written on the outside will be automatically rejected.**
6. The bid deposit in the form of a cashier's check or money order payable to the City of Fort Worth must be included in your bid. Failure to include your bid deposit will result in automatic rejection of your bid.
7. Bids must be received at the Purchasing Department located on the lower level of the Municipal Building at 1000 Throckmorton, Fort Worth, Texas 76102 **by 1:30 p.m. on July 25, 2013**. Faxed or e-mailed bids shall **NOT** be accepted.
8. Bidders are not required to be present at the opening of bids.

INSTRUCTIONS TO COMPLETE THE BID PACKET.

1. Fill in the property address and initial at the bottom of each page.
2. Fill in bidder's name (page 3).
3. Fill in the name or names you would like to appear as the grantee on the Tax Resale Deed if you are the successful bidder (page 3).
4. Fill in the property address, including the street number and street name of the property on which you would like to place a bid (page 3).
5. Fill in the legal description, including lot, block, addition or subdivision (page 3).
6. Fill in your total bid amount in dollars and cents (page 3).
7. Include 10% of your total bid amount as the deposit. Example: If your bid amount is \$5000.00, then your 10% deposit will be \$500.00 (page 3).

Your bid amount and deposit should not include the post judgment tax amount. The post judgment tax amount will be paid separately if you are the winning bidder.

8. Complete the following on page 6:

Bidder's Signature

Printed Name

Bidder's Address

City, State, Zip

Phone number

Email address

9. Complete, sign and date Exhibit A on page 12.
10. Fill in bidder's name on page 13 and have bidder or bidder's authorized representative sign Exhibit B on page 15.

If you do not understand the bidding instructions, the bid packet, or any part thereof, please consult the attorney of your choice prior to submitting your bid form.

THE CITY OF FORT WORTH
TAX-FORECLOSED AND CITY FEE PROPERTY SEALED BID
PURCHASE AGREEMENT
(Bid Form)

GENERAL CONDITIONS

1. Bidder's Name: _____

2. Please print name(s) to appear on deed:

I understand and acknowledge that by submitting this bid I am making an offer to purchase the Property (defined below), and that if my offer is accepted by the City of Fort Worth, **I hereby agree to abide by all of the terms of this Agreement.** The offer is accepted when the City Council approves of the sale of the property and the buyer tenders to Kathy Davenport, as the person designated by the City to accept the funds, the entire balance of the bid by certified funds. No contract for the sale of the property is final and no deed will be filed transferring title until the City Council approves the sale and subsequently, the buyer tenders the remaining certified funds to the person designated by the City.

I hereby make a bid to purchase the following property on the following terms and conditions:

3. Property Address

4. Legal Description _____

5. Bid Amount \$ _____

6. Deposit Amount \$ _____ **(10% of the Bid Amount)**

THE DEADLINE FOR TURNING IN THIS FORM IS _____.

PLEASE STAPLE DEPOSIT CHECK HERE:

The land described above and any improvements thereon shall herein be referred to as the **“Property”**.

DEPOSIT

I have included a Certified Cashier’s Check or Money Order payable to the City of Fort Worth for the required deposit of 10% of the bid amount.

REJECTION OF BIDS

The City reserves the right to reject a bid if it is found that collusion exists among bidders. In addition, if a bidder submits two (2) or more bids on the same Property, the City will automatically reject the lower bid(s). Failure to submit the 10% deposit may result in rejection of the bid. The City reserves the right to reject any bid for any reason.

AS-IS

I understand that the Property is purchased **“as-is, where is, with all faults.”** I understand that it is my responsibility to check for (i) outstanding or pending code enforcement actions including but not limited to repair or demolition orders, (ii) roadway access to the Property, (iii) floodplain status, and (iv) all other due diligence matters or Property conditions. I understand that the City of Fort Worth disclaims responsibility as to the accuracy or completeness of any information relating to the Property for sale and the data in the public advertisement is for information only. The transaction, to the maximum extent allowed by law, is made on an **“as-is, where is, with all faults”** basis and is subject to all visible and apparent easements and any other instruments of records. The City of Fort Worth specifically disclaims any warranties of habitability or suitability for a particular purpose. I understand that if I bid on a property and later decide to withdraw my bid for any reason, I will forfeit my deposit. I understand that the City of Fort Worth is not responsible for any misrepresentations, failures of disclosure, errors or any negligent or wrongful acts occurring in the context of or pertaining to the closing of this transaction. I understand that the City of Fort Worth is specifically exempt by Texas Property Code 5.008(e) from providing a seller's disclosure concerning the condition of the property.

POST JUDGMENT TAXES

All taxes from previous years and post-judgment taxes, if applicable, shall be due at the closing; current year taxes shall be the responsibility of the buyer. Post judgment taxes will continue to accrue at the rate of one percent per month until the date that the deed to the property is recorded, and buyers may receive a bill post-closing for those accrued taxes. All taxes owed on the property, including the additional accrued post judgment taxes described above, are the sole responsibility of the buyer. It is the bidder’s responsibility to ensure that the estimate of post judgment taxes stated in the advertisement is accurate. The city is not responsible for errors.

PURCHASE PRICE

If my bid is accepted, I will pay in full (i) the balance of the purchase price owed **LESS THE 10% DEPOSIT** by Certified Cashier’s Checks or Money Orders, made payable to the City of Fort Worth, and (ii) post judgment taxes, if applicable, by Certified Cashier’s Checks or Money Orders, made payable to Tarrant County Tax Assessor/Collector. Both payments must be made within 10 calendar days from the date of the letter notifying me that my bid has been accepted by the City. The purchase price and post-judgment taxes

should be submitted as two separate payments. In the event the successful bidder fails or refuses to pay the balance of the purchase price and the post judgment taxes within 10 calendar days from the date of the notification letter, the bidder's total deposit shall be retained by the City of Fort Worth as liquidated damages.

I hereby represent by submitting this proposal that I am financially capable and have ready access to sufficient funds to pay the balance of the purchase price. The deposit will be returned without interest if my bid is not accepted. The City of Fort Worth's responsibility to return the deposit to me shall extend only to depositing same in the U.S. Postal Service regular mail to the undersigned at the address provided on or before thirty (30) days from the date the bid is rejected.

TIED BIDS

If one or more bidders submit the same amount, and that amount is the highest amount bid, then the tie shall be broken as follows. Within three (3) business days of the sealed bid sale, a representative of the City of Fort Worth will call each tied bidder to notify them that there is a tie. If no phone number is listed on page 6 of the bid packet, then the City representative will send the bidder an email. If no email address is listed on page 6 of the bid packet, then the City is under no obligation to contact such bidder.

The tie will be resolved at a drawing to be held in City Council chambers on the Thursday following the sealed bid sale. The tied bidders are welcome to attend, but attendance is not required. At that drawing, the names of each tied bidder will be entered into a pot, and a representative of the City will draw a name. The first name drawn will be deemed the highest bidder. The City representative will continue to draw names until the pot is empty. The order in which the additional names are drawn will determine the order in which the remaining bidders will be contacted if the highest bidder fails to tender all funds due.

WAIVER AND RELEASE

I am solely responsible for bringing the Property into compliance with all applicable laws including federal and state statutes and regulations as well as City charter and ordinances.

BY SUBMITTING THIS PROPOSAL, I HEREBY WAIVE AND RELEASE ANY RIGHTS I MAY HAVE, EITHER NOW OR IN THE FUTURE, TO UNDERTAKE ANY LEGAL OR EQUITABLE ACTION AGAINST THE CITY OF FORT WORTH FOR FAILURE OF THE CITY TO FULLY ADVERTISE OR NOTICE THE SALE OF THE PROPERTY OR TO PROPERLY CONDUCT THE SALE OF THE PROPERTY AND HEREBY COVENANT NOT TO SUE AGENTS OF THE CITY OF FORT WORTH. I ACKNOWLEDGE THAT I HAVE HAD AN OPPORTUNITY TO MAKE AN INSPECTION OF THE PROPERTY. UPON MY DEATH OR MENTAL INCAPACITY, THE BID SUBMITTED SHALL BECOME NULL, VOID AND UNENFORCEABLE AND THE CITY OF FORT WORTH SHALL HAVE NO FURTHER OBLIGATION TO MY ESTATE, MY GUARDIAN OR ME. ON BEHALF OF MY HEIRS, MY ESTATE OR ME, I HEREBY WAIVE ANY RIGHTS I MAY HAVE TO AN AWARD OR CONVEYANCE OF THE PROPERTY IN THE EVENT OF MY DEATH OR MENTAL INCAPACITY.

NO TITLE POLICY AND NO CONFLICT OF INTEREST

I understand the City of Fort Worth will not provide a title policy for the Property. I understand that if I decide that I would like a title policy, it is my responsibility to obtain one. Attached is my executed Exhibit "A" (NO TITLE POLICY STATEMENT) and my executed Exhibit "B" (NO CONFLICT OF INTEREST STATEMENT).

THE CITY OF FORT WORTH RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

I have read and understand the terms of this agreement. I hereby approve and accept all of the conditions contained in this agreement.

Bidder's Printed Name

Bidder's or Bidder's Authorized Representative's Signature

Bidder's Address

City State Zip

Phone Number

Email Address

**ADDITIONAL CONDITIONS FOR PURCHASE OF
TAX FORECLOSED PROPERTY**

Deed Without Warranty

The conveyance of the property will be by Tax Resale Deed Without Warranty from the City of Fort Worth, on its own behalf and on behalf of all other taxing entities involved in the tax foreclosure suit, and will be subject to all easements, restrictions, reservations, right-of-way, dedications and other encumbrances of record or apparent upon the Property.

A sample Tax Resale Deed Without Warranty is attached as **Exhibit C**.

AS-IS, WHERE-IS clause to be included in the Deed

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS, TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OF REQUIREMENTS, INCLUDING SOLID WASTE, AS DEFINED BY THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE IN OR ON THE PROPERTY OF ANY HAZARDOUS SUBSTANCE AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. PURCHASER FURTHER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER RELATING TO THE PROPERTY. AS A MATERIAL PART OF THE

CONSIDERATION FOR THIS AGREEMENT, SELLER AND PURCHASER AGREE THAT PURCHASER IS TAKING THE PROPERTY "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY SELLER THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATIONS, STATEMENTS, ASSERTIONS OR NON-ASSERTIONS BY THE SELLER WITH RESPECT TO THE PROPERTY CONDITION. PURCHASER TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES. PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING. IT IS UNDERSTOOD AND AGREED THAT THE BID AMOUNT AND THE SUBSEQUENT PURCHASE PRICE HAVE BEEN ADJUSTED TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. PURCHASER ACKNOWLEDGES AND ACCEPTS ALL THE TERMS AND PROVISIONS BY ITS ACCEPTANCE HEREOF.

The language above will be included in the Tax Resale Deed Without Warranty.

Right of Redemption

State law allows a prior owner of a property to redeem tax foreclosed residential homestead property, agriculturally used property, and mineral interests on or before the second anniversary date on which the deed of the taxing unit was filed for record.

All other tax foreclosed property may be redeemed not later than the 180th day after the date on which the deed of the taxing unit was filed for record.

Post-Judgment Taxes

The buyer will be responsible for any post-judgment taxes that are due as of the date of the conveyance to the buyer. Post-judgment taxes are those taxes that accrue in the time period from the date that the delinquent tax judgment is issued in favor of the taxing entities to the date of the sheriff or constable's deed to the taxing entities. It is the bidder's responsibility to determine the existence of any post-judgment taxes. The post-judgment taxes will not be paid from the bid amount; the buyer must pay post-judgment taxes in addition to the bid amount.

ADDITIONAL CONDITIONS FOR PURCHASE OF CITY FEE-OWNED PROPERTY

Deed Without Warranty

The conveyance of the property will be by Deed Without Warranty from the City of Fort Worth, and will be subject to all easements, restrictions, reservations, right-of-way, dedications and other encumbrances of record or apparent upon the Property.

Easements

Easements required by the City of Fort Worth for the purpose of water, sanitary sewer lines, construction, right-of-way, and drainage shall be retained by the City of Fort Worth at no cost to the City.

Mineral Interests

The City of Fort Worth shall retain all oil, gas and mineral interests on the Property, but shall waive rights to use the surface to obtain the oil, gas or minerals.

Water Rights

The City of Fort Worth shall reserve from the conveyance any and all underground water, provided that the right to pump, capture, produce or recover such water shall only be done in a manner so as not to interfere with the property as it is used.

A sample Deed Without Warranty is attached as **Exhibit D**.

AS IS, WHERE IS (Clause to be Included in the Deed)

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS, TO CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND

SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OF REQUIREMENTS, INCLUDING SOLID WASTE, AS DEFINED BY THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE IN OR ON THE PROPERTY OF ANY HAZARDOUS SUBSTANCE AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT IT IS NOT RELYING ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER REGARDING THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, SELLER AND PURCHASER AGREE THAT PURCHASER IS TAKING THE PROPERTY "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY SELLER THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATIONS, STATEMENTS, ASSERTIONS OR NON-ASSERTIONS BY THE SELLER WITH RESPECT TO THE PROPERTY CONDITION. PURCHASER TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THERE ARE NO EXPRESS OR IMPLIED WARRANTIES. UPON CONVEYANCE, AS BETWEEN SELLER AND PURCHASER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF PURCHASER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, PURCHASER INDEMNIFIES, HOLDS HARMLESS AND RELEASES SELLER FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT OR THE TEXAS WATER CODE. PURCHASER INDEMNIFIES, HOLDS HARMLESS AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS OR CONDITIONS AFFECTING THE PROPERTY ARISING AS THE RESULT OF SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF SELLER'S REPRESENTATIVES, BUT NOT ANY WILLFUL ACTS OR OMISSIONS OR GROSS NEGLIGENCE OF SELLER OR SELLER'S REPRESENTATIVES.

PURCHASER INDEMNIFIES, HOLDS HARMLESS AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS OR CONDITIONS AFFECTING THE PROPERTY ARISING AS A RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER CONVEYANCE DATE THAT WOULD OTHERWISE IMPOSE ON SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS OR CONDITIONS AFFECTING THE PROPERTY. PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING. IT IS UNDERSTOOD

AND AGREED THAT THE BID AMOUNT AND THE SUBSEQUENT PURCHASE PRICE HAVE BEEN ADJUSTED TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. PURCHASER ACKNOWLEDGES AND ACCEPTS ALL THE TERMS AND PROVISIONS BY ITS ACCEPTANCE HEREOF.



(Exhibit A)

No Title Policy Statement

I/We _____ acknowledge the following:

THE CITY OF FORT WORTH WILL CONVEY THE PROPERTY THROUGH THE USE OF DEED WITHOUT WARRANTY AND DOES NOT WARRANTY TITLE TO THE PROPERTY. BE ADVISED THE CITY OF FORT WORTH WILL NOT PROVIDE A TITLE POLICY ON THIS REAL ESTATE TRANSACTION. IF YOU NEED A TITLE COMPANY TO ISSUE A TITLE POLICY ON THE PROPERTY, PLEASE CONTACT YOUR TITLE COMPANY TO DETERMINE IF ONE CAN BE ISSUED BEFORE YOU SUBMIT YOUR BID TO THE CITY.

I/We will hold harmless and indemnify the City of Fort Worth from any defects in title of the above referenced property.

Signature

Printed Name

Date

Signature

Printed Name

Date



(Exhibit B)

NO CONFLICT OF INTEREST STATEMENT

I/We _____ certify the following:

1. Neither I/we, nor my/our spouse(s), is/are a City of Fort Worth officer, employee or City Council appointed member of any board or commission.
2. The submission of the bid proposal and sale of this Property would not violate Code 2, Sec. 238 of the Fort Worth City Code, which states as follows:

FORT WORTH CITY CODE OF ORDINANCES

CHAPTER 2, SEC. 238

SEC.2-238. STANDARDS OF CONDUCT

- (a) No city officer, employee or advisory board member, or their spouses, shall knowingly:
- (1) Accept or solicit any benefit from any person, group or business entity that might reasonably tend to influence him in the discharge of his official duties;
 - (2) Grant in the discharge of his official duties any improper benefit to any person, group or business entity;
 - (3) Accept or solicit any benefit, including a promise of future employment, of sufficient economic value that it might reasonably tend to influence him, in the discharge of his official duties, from any person, group or business entity:
 - a. Who is licensed or has a substantial interest in any business entity that is licensed by any city department, agency, commission or board on which the city officer, employee or advisory board member serves; or
 - b. Who has a personal financial interest in any proposed ordinance or decision upon which the city officer, employee or advisory board member may or must act or make a recommendation; provided, however, that any city officer, employee or advisory board member and any spouses, may accept travel and related expenses and attend ceremonial functions, provided that such acceptance and attendance have been approved by the city council prior to the occurrence of the ceremonial function.
 - (4) Disclose any confidential information gained by reason of the position of the officer, employee or advisory board member concerning the property, operations, policies or affairs of the city, or use such confidential information to advance any personal interest, financial or otherwise, of such officer, employee or advisory board member, or others. This subparagraph (4) shall not preclude disclosure of such confidential information in connection with any investigation or proceeding regarding whether there has been a violation of the standards of conduct set forth in this article.

- (5) Use one's position or office of employment, or city facilities, personnel, equipment or supplies for the private gain of the city officer, employee or advisory board member, or for the private gain of his spouse.
 - (6) Engage in any exchange, purchase or sale of property, goods or services with the city, except:
 - a. Rendering services to the city as an officer, employee or advisory board member;
 - b. The paying of taxes, fines, utility service or filing fees;
 - c. Subject to restrictions contained in the charter of the city, executing and performing any community facilities contract or plat in compliance with laws and regulations applicable to any person; provided, however, that if any city ordinance, rule or regulation allows any discretion by the appropriate officers or employees of the city in the interpretation or enforcement of such ordinance, rule or regulation any such discretion shall be exercised in favor of the city in connection with any such community facilities contract or plat;
 - d. Members of advisory boards set up by ordinance, charter or state law who are not otherwise officers or employees of the city, may engage in any exchange, purchase or sale of property, goods or services with the city, or enter into a contract with the city, provided, however, that the board of which they are a member has no advisory function or cognizance, direct or indirect, present or prospective, with respect to the transaction in which such advisory board member engages or proposes to engage.
- (b) No member of the city council, salaried city officer or city employee shall knowingly represent, directly or indirectly, any person, group or business entity:
- (1) Before the city council or any department agency, board or commission of the city;
 - (2) In any action or proceeding against the interests of the city or in any litigation in which the city or any department, agency, board or commission thereof is a party; or
 - (3) In any action or proceeding in the municipal courts of the city which was instituted by a city officer or employee in the course of official duties, or a criminal proceeding in which any city officer or employee is a material witness for the prosecution.
- (c) No member of a city board or commission shall knowingly represent, directly or indirectly, any person, group or business entity:
- (1) Before the board of commission of which he or she is a member;
 - (2) Before a board or commission which has appellate jurisdiction over the board or commission of which he or she is a member;
 - (3) Before the city council in a matter over which the board or commission of which he or she is a member has authority or an advisory function, direct or indirect, present or prospective;
 - (4) In any action or proceeding against the interests of the city or in any litigation in which the city or any department, agency, board or commission thereof is a party; or
 - (5) In any action or proceeding in the municipal courts of the city which was instituted by a city officer or employee in the course of official duties, or a

criminal proceeding in which any city officer or employee is a material witness for the prosecution.

(d) The restrictions in this section do not prohibit the following:

- (1) A city employee or member of a city board or commission (other than city council), or his or her spouse, appearing before the city council or a city department, agency, board or commission to represent himself or herself in a matter affecting his or her property; provided, however, that no such person, or his or her spouse, shall appear before the board or commission of which he or she is a member; or
- (2) A city employee or officer of an employee organization appearing before the city council or a city department, agency, board or commission to address employment matters; or
- (3) Otherwise eligible city employees or their spouses from participating in federal- or state-funded programs administered through the City of Fort Worth where the benefits of such programs are available to members of the general public and where the city employee has no administrative, evaluative or decision making authority concerning the program in which he or she wishes to participate.
- (4) A partner, associate or relative of a member of the city council, or of a salaried city officer or employee, from representing a person, group or business entity in an action or proceeding in the municipal courts of the city which was instituted by a city officer or employee in the course of official duties, or in a criminal proceeding in which a city officer or employee is a material witness for the prosecution.

(Ord. No. 10617, § 1(1), 6-26-90; Ord. No. 10751, § 1, 12-18-90; Ord. No. 10739, § 1, 12-6-90; Ord. No. 11428, § 1, 10-19-93; Ord. No. 12611, § I(2), 8-8-96; Ord. No. 12612, § I, 8-8-96; Ord. No. 12839, § 1, 1-28-97)

Signature
Printed Name: _____
Date: _____

Signature
Printed Name: _____
Date: _____

Grantee acknowledges that Grantor has not made and does not make any representations as to the physical condition, or any other matter affecting or related to the property or any improvements thereon.

BY THE ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS, TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OF REQUIREMENTS, INCLUDING SOLID WASTE, AS DEFINED BY THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE IN OR ON THE PROPERTY OF ANY HAZARDOUS SUBSTANCE AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND

LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR RELATING TO THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTOR AND GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATIONS, STATEMENTS, ASSERTIONS OR NON-ASSERTIONS BY THE GRANTOR WITH RESPECT TO THE PROPERTY CONDITION. GRANTEE TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES. IT IS UNDERSTOOD AND AGREED THAT THE BID AMOUNT AND THE SUBSEQUENT PURCHASE PRICE HAVE BEEN ADJUSTED TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. GRANTEE ACKNOWLEDGES AND ACCEPTS ALL THE TERMS AND PROVISIONS BY ITS ACCEPTANCE HEREOF.

This Tax Resale Deed Without Warranty is expressly made and accepted by Grantee subject to any and all restrictions, existing easements, rights-of-way and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, covenants, conditions, zoning laws, regulations, ordinances of municipal and other governmental authorities and reservations, including, but not limited to, minerals previously reserved or conveyed, if any, relating to the property, but only to the extent that they are still in effect.

TO HAVE AND TO HOLD all of its right, title and interest in and to the above described premises, together with, all and singular, the rights and appurtenances thereto in any manner belonging unto Grantee, and assigns, forever, so that neither Grantor nor its successors and assigns, nor any person or persons claiming under it, shall at any time

hereafter have, claim or demand any right, title or interest to the aforesaid property, premises or appurtenances, or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

IN WITNESS WHEREOF, this instrument is executed on the _____ day of _____ 2013.

CITY OF FORT WORTH

By: _____
Assistant City Manager

APPROVED AS TO FORM AND LEGALITY:

By: _____
Assistant City Attorney
City of Fort Worth

Please Return Recorded Deed To:

**[Buyer
Buyer's address
City, State]**

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared T. M. Higgins, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the City of Fort Worth, a municipal corporation of the State of Texas, for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 2013.

Notary Public in and for the State of Texas

Bidder's Initial _____

Property Address _____

(Exhibit D- Deed for Fee Property)

Deed Without Warranty**

STATE OF TEXAS §

COUNTY OF TARRANT §

Date:

Grantor: City of Fort Worth

Grantor's Mailing Address: 1000 Throckmorton, Fort Worth, Tarrant County, Texas

Grantee: Buyers Name

Grantee's Mailing Address: Buyers Address
Buyers City, Buyers Zip, Tarrant County, Texas

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration.

Property (including any improvements):

[LEGAL DESCRIPTION]

Reservations from Conveyance:

For Grantor and Grantor's heirs, successors and assigns forever, a reservation of all of the underground water under the Property; provided, however, that the right to pump, produce, capture or recover said water may be exercised only in such a manner so as not to disturb the surface use of the Property.

For Grantor and Grantor's heirs, successors and assigns forever, a reservation of all oil, gas and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease and all benefits from it. Grantor waives and conveys to Grantee the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor.

Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

Bidder's Initial _____

Property Address _____

**This is an example only- The City of Fort Worth reserves the right to change any or all of the form of the deed

Validly existing easements, rights-of-way and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for current year, which Grantee assumes and agrees to pay.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS, TO CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OF REQUIREMENTS, INCLUDING SOLID WASTE, AS DEFINED BY THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE IN OR ON THE PROPERTY OF ANY HAZARDOUS SUBSTANCE AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT IT IS NOT RELYING ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR REGARDING THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS

AGREEMENT, GRANTOR AND GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATIONS, STATEMENTS, ASSERTIONS OR NON-ASSERTIONS BY GRANTOR WITH RESPECT TO THE PROPERTY CONDITION. GRANTEE TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THERE ARE NO EXPRESS OR IMPLIED WARRANTIES. UPON CONVEYANCE, AS BETWEEN GRANTOR AND GRANTEE, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, EVEN IF ARISING FROM EVENTS BEFORE CONVEYANCE, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. GRANTEE INDEMNIFIES, HOLDS HARMLESS AND RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT OR THE TEXAS WATER CODE. GRANTEE INDEMNIFIES, HOLDS HARMLESS AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS OR CONDITIONS AFFECTING THE PROPERTY ARISING AS THE RESULT OF GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVES, BUT NOT ANY WILLFUL ACTS OR OMISSIONS OR GROSS NEGLIGENCE OF GRANTOR OR GRANTOR'S REPRESENTATIVES.

GRANTEE INDEMNIFIES, HOLDS HARMLESS AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS OR CONDITIONS AFFECTING THE PROPERTY ARISING AS A RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER CONVEYANCE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTOR IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS OR CONDITIONS AFFECTING THE PROPERTY. IT IS UNDERSTOOD AND AGREED THAT THE BID AMOUNT AND THE SUBSEQUENT PURCHASE PRICE HAVE BEEN ADJUSTED TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. GRANTEE ACKNOWLEDGES AND ACCEPTS ALL THE TERMS AND PROVISIONS BY ITS ACCEPTANCE HEREOF.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors and assigns forever, without express or implied warranty. All warranties that might arise

by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR

CITY OF FORT WORTH

Approved as to Form & Legality

Assistant City Manager
City of Fort Worth

Assistant City Attorney
City of Fort Worth

GRANTEE

Name
Title

Bidder's Initial _____

Property Address _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared T. M. Higgins, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the City of Fort Worth, a municipal corporation of the State of Texas, for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 2013.

Notary Public in and for the State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared_____, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of_____ and that he/she executed the same as the act of said _____ for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

Notary Public in and for the State of Texas